

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

PRIMA NORTH AMERICA, INC.

v.

SELCOM GROUP, INC.

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C.A. No.

COMPLAINT

1. Plaintiff PRIMA North America, Inc. ("Prima") is a Delaware corporation organized under the laws of Delaware with its principal place of business in Chicopee, Massachusetts.

2. Upon information and belief, defendant Selcom Group, Inc. ("Selcom Group") is a corporation organized under the laws of the State of Delaware with a principal place of business in Burr Ridge, Illinois.

3. Jurisdiction is proper pursuant to 28 U.S.C. §1332 because of diversity and the amount in controversy exceeds \$75,000.

4. Prima distributes and services sophisticated industrial laser equipment for use by manufacturers in the United States and Canada.

5. Prima contracted with Fitelec S.A. for the purchase of certain products to be used in the manufacture of Prima's industrial laser equipment.

6. Upon information and belief, Fitelec S.A. was purchased by the Selcom Group in or about 2006 and Fitelec S.A. is a wholly owned subsidiary of the Selcom Group.

7. Selcom Group's products and materials were defective and failed to properly perform, causing damage to Prima.

Count I
(Breach of Contract)

8. Prima incorporates by reference the allegations set forth in paragraphs 1 through 7 of this Complaint as if fully stated herein.

9. Prima and Selcom Group are parties to a contract.

10. Selcom Group failed to perform their obligations under the contract by among other things delivering defective parts and materials to be used by Prima.

11. Selcom Group breached their obligations under the parties' agreement and they did so without excuse or justification.

12. By its material contract breaches Selcom Group has caused Prima to sustain substantial damages in an amount to be determined at trial.

Count II
(Breach of Express Warranty)

13. Prima incorporates by reference paragraphs 1 through 12 of this Complaint as if fully stated herein.

14. Selcom Group failed to perform under the contract by failing to provide products free from defects in material and workmanship.

15. Prima provided adequate and appropriate notice to Selcom Group regarding the defects.

16. Selcom Group failed without excuse or justification to correct their failures and demanded payment from Prima for products not confirming to the contract specifications.

17. In so doing, Selcom Group breached their warranty to Prima.

18. By breaching their warranty obligations, Selcom Group caused Prima to incur substantial damages in amount to be proven at trial.

Count III
(Breach of Implied Warranty)

19. Prima incorporates by reference paragraphs 1 through 18 of this Complaint as if fully stated herein.

20. Selcom Group owed Prima duties arising out of its implied warranties to Prima, which included good faith, fair dealing, merchantability, and good workmanship.

21. Selcom Group breached their implied duties by providing defective products and materials to Prima.

22. As a direct result of the Selcom Group's breach of its duties under the implied warranties, Prima sustained damages in an amount to be proven at trial.

Count IV
(Breach of Covenant of Good Faith and Fair Dealing)

23. Prima incorporates by reference paragraphs 1 through 22 of this Complaint as if fully stated herein.

24. The contract contained an implied covenant of good faith and fair dealing.

25. Selcom Group breached the implied covenant of good faith and fair dealing.

26. Selcom Group's breach of the covenant of good faith and fair dealing caused Prima damages in an amount to be determined at trial.

Count V
(Unjust Enrichment)

27. Prima incorporates by reference paragraphs 1 through 26 of this Complaint as if fully stated herein.

28. Selcom Group's product and warranty work was defective in numerous respects.

29. Selcom Group accepted payment from Prima for its defective product and demanded payment of additional monies.

30. Prima has been damaged by Selcom Group's wrongful retention of its funds, and Selcom Group has been unjustly enriched by an amount to be determined at trial.

WHEREFORE, Plaintiff prays it be awarded compensatory damages, liquidated damages, attorneys' fees, interest and costs.

Respectfully submitted,

PRIMA North America, Inc.
By its Attorneys,

/s/ William E. O'Gara
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